

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

DEED
Individual
664 Bk:952 Pg:171

KNOW ALL MEN BY THESE PRESENTS, that **Stanley A. Hart, Trustee and Mary C. Hart, Successor Trustee of the Declaration of Trust of Stanley A. Hart, dated August 2, 2001** (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents by **Joyce Hughston** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, his heirs, successors and assigns:

6950-364-873

Deliver To: T & A

All that certain piece, parcel or lot of land, situate, lying and being in the County of greenwood, State of South Carolina, being shown and designated as Lot 149 of Eagle's Harbor Subdivision, Phase II and more accurately shown on plat by Newby-Proctor & Assoc. Land Surveyors, dated October 19, 1998, and recorded in the OCC for Greenwood County in Plat Book 113 at page 85 and incorporated herein by reference and subject to the Declaration of Restrictive Covenants of Eagle's Harbor Subdivision and Declaration of Restrictive Covenants, Conditions, and Restrictions of Eagle's Harbor Subdivision.

6950-342-768

ALSO: All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, being shown and designated as Lot 149A of Eagle's Harbor Subdivision, Phase II, and more accurately shown on plat by Newby-Proctor & Assoc., Land Surveyors, dated October 19, 1988, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 113 at page 85. For a more full and accurate description reference is hereby specifically made to the aforementioned plat.

This is the identical property conveyed to Stanley A. Hart, Trustee, and Mary C. Hart, Successor Trustee of the Declaration of Trust of Stanley A. Hart, dated august 2, 2001, from Southeastern Land Sales, Inc., said Deed dated September 27, 2002 and recorded in the office of the Clerk of Court for Greenwood County in Deed Book 752 at page 301.

SEE EXHIBIT "A" FOR MEMORANDUM OF TRUST AGREEMENT

Grantee's Mailing Address: Joyce Hughston 4 Hickory Trace Ct. Columbia, SC 29209

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said Grantee, his Heirs, Successors and Assigns forever.

And the Grantor does hereby bind himself and his heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his Heirs, Successors and Assigns against him and his heirs, successors and assigns, and any person whomsoever lawfully claiming, or to claim the same, or any part thereof.

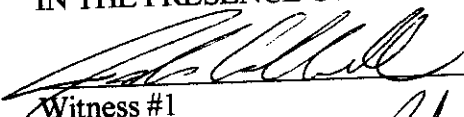
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

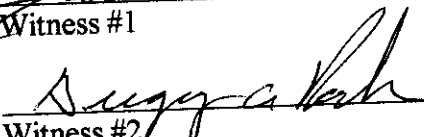
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

DATE: This 13 Day of January, 2006

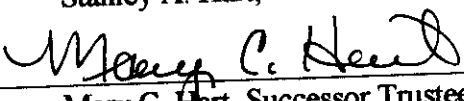
664 Bk:952 Pg:172

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness #1


Witness #2


Stanley A. Hart, Trustee


Mary C. Hart, Successor Trustee

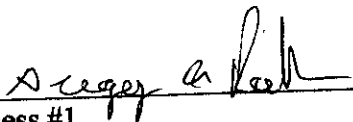
of the Declaration of Trust of Stanley A. Hart, dated August 2, 2001

STATE OF SOUTH CAROLINA

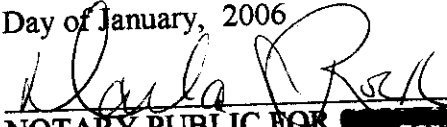
PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Grantor sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

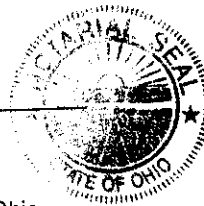

Witness #1

Sworn to before me this 13
Day of January, 2006


NOTARY PUBLIC FOR ~~GREENWOOD COUNTY~~ OHIO
MY COMMISSION EXPIRES: 11-1-10



DARLA J. ROCK
Notary Public
In and for the State of Ohio
My Commission Expires
Nov. 1, 2010



DARLA J. ROCK
Notary Public
In and for the State of Ohio
My Commission Expires
Nov. 1, 2010

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENWOOD)

MEMORANDUM OF TRUST
 STANLEY A. HART, TRUST

This Memorandum of Trust executed this 13 day of January, 2006, by Stanley A. Hart of Blacksburg, Ohio, Trustee, concerning that certain Trust Agreement dated the 2nd day of August, 2005, known as the Stanley A. Hart, Trust

1. Name. The name of the Trust is the STANLEY A. HART TRUST.
2. Date of Trust. The Trust was executed on August 2, 2001
3. Trustees. The Trustee of the Trust is Stanley A. Hart, and Mary C. Hart, is Successor Trustee.
4. Powers of Trustee. The powers of the Trustee are attached as Exhibit A.
5. Purpose of Memorandum. This Memorandum of Trust is executed by the Successor Trustee with the intention that it will be filed for record in the Office of the Clerk of Court for Greenwood County, South Carolina, to give notice of the existence of the Trust, the beneficiary of the Trust, the Trustee of the Trust, and the powers of the Trustee, and this writing does not contain all of the provisions of the Trust and reference should be had to the actual trust document for a complete record of the agreement.

IN WITNESS WHEREOF, the undersigned Trustee has executed this Memorandum of Trust on the 13 day of January, 2006

[Signature]
 Witness #1
[Signature]
 Witness #2

[Signature]
 Stanley A. Hart, Trustee

STATE OF OH)
)
 COUNTY OF Franklin)

PERSONALLY appeared before me the undersigned who, on oath, says that (s)he was present and saw the within named Stanley A. Hart, as Trustee, sign, seal and as his act and deed deliver the foregoing Memorandum of Trust, and that he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to and subscribed before me this
13th day of January, 2006
[Signature]
 Notary Public for OH
 My Commission Expires: 11-1-10

[Signature]



DARLA J. ROCK
 Notary Public
 In and for the State of Ohio
 My Commission Expires
 Nov. 1, 2010

EXHIBIT "A"
TO THE MEMORANDUM OF TRUST
STANLEY A. HART TRUST

Powers of the Trustees

Powers for Trustees. The Trustees are authorized in their fiduciary discretion with respect to any property, real or personal, at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(a) To sell, transfer and convey the whole or any part of the property, whether real or personal, constituting this estate or Trust, at such time or times, in such manner, upon such terms and conditions, and for such price, as to the Trustees shall deem best, together with power to make, execute and deliver such instruments as shall be necessary to effectuate such sale or sales without an order of Court.

(b) To retain any of the original property constituting the estate or Trust, regardless of the character of such property or whether it is such as then would be authorized by law for investment by personal representatives, Trustees or other fiduciaries or whether it leaves the entire or a disproportionately large part of the estate or Trust invested in one type of property, for such time as to the Trustees shall deem best, and to dispose of such property by sale, exchange, or otherwise as and when it shall deem advisable or to acquire additional like property from any beneficiary or any other source whatsoever notwithstanding the existence of a conflict of interest or that such acquisition may further concentrate the investment of the Trust or estate in property similar to such original property.

(c) To invest and reinvest the property of the estate of the Trust in such manner as persons of prudence exercise in the management of their own affairs and specifically to invest in any Common Trust Fund operated by the Trustees or an affiliate thereof. At any time, and from time to time, to keep all or any portion of the estate or Trust in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof. In addition, the "under productive property rule" of the Revised Uniform Principal and Income Act shall not be applicable.

(d) To vote in person or by special, limited or general proxy with power of substitution, all stocks and other securities held by it, and to exercise in its sole discretion any option or privilege to exchange such stocks or other securities held by it in any corporation or other entity for other stocks or securities at such time and upon such terms and conditions as it shall deem proper, and to exercise all conversions, subscriptions, and other rights of whatsoever nature pertaining thereto or to sell such rights; to consent to and participate in any plan or reorganization, consolidation, merger, combination or other similar plan, and to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation or other entity pursuant to such plan, and to exchange the securities held by it for the securities issued in connection therewith, and to deposit any

such securities with any protective, reorganization, or similar committee, to delegate discretionary power thereto, and to pay part of its expense and compensation as assessments levied with respect to such securities, as the Trustees may deem expedient for the protection of its interests as holder of any stocks, bonds or other securities of any corporation or other entity and generally to exercise in regard to all stocks, bonds or other investments held by the Trustees, all such rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in its own right.

(e) To extend the time of payment of any obligation held by it, and to compromise, settle, and submit to arbitration upon such terms as to it may deem proper, or to release any claim in favor of or against the estate or Trust property, and the right in its sole discretion when deemed advisable to abandon any property. To lease real estate, including the right to lease for terms that may extend beyond the date of the termination of the estate or Trust, for fixed or contingent rent or both; to improve and remodel the real estate and to borrow money for the purpose, to secure the borrowing by mortgage of the real estate or pledge of the lease or leases, or both, which loan and the maturity date of mortgages may extend beyond the date of termination of the estate or Trust.

(f) To carry such insurance against such hazards including public liability, and in such amounts in either stock companies or mutual companies as to the Trustees shall deem advisable.

(g) To determine, irrespective of statute or rule of law, how all receipts and disbursements of this estate or Trust or any share thereof, including the Trustees' compensation, shall be credited, charged or apportioned as between income and principal, and the decision of the Trustees shall be final and not subject to any question by any beneficiary thereof.

(h) To charge or not charge against income depreciation on any asset of the estate or Trust as the Trustees in their discretion shall determine and to establish or not establish depreciation reserves as the Trustees in their discretion shall determine.

(i) To amortize or not to amortize the premiums paid in connection with the purchase of any securities. Discounts may be disregarded.

(j) To employ and compensate, out of the principal or the income or both as to the Trustees shall deem proper, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants, and advisors deemed needful for the administration of the estate or Trust, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided he was selected and retained with reasonable care.

(k) To borrow money for such periods of time and upon such terms and conditions as to rates, maturities, renewals, and security as to it shall deem advisable, including the power to borrow from the Trustees, themselves, and to mortgage or pledge such portion of the estate or Trust as may be required to secure such loans; and as maker or endorser to renew existing loans.

(l) To take and to hold any security or other property constituting a part of the estate or Trust, in bearer form or in its own name, or in the name of its nominee or nominees, without disclosing its fiduciary capacity.

(m) To value and appraise the assets hereof in any division or distribution of the estate or Trust and to distribute the same in kind at such appraised value, which shall be conclusive against all persons interested hereunder.

(n) To retain, buy, sell or otherwise deal with stock and securities of the Trustees or of any related entity thereto as the Trustees shall deem best.

(o) In addition to the powers, authority and discretion herein conferred or conferred by law, the Trustees shall have the authority to do all things and the right to exercise all powers reasonably necessary or incidental to the proper management of the estate and Trust, and the Trustees shall not be liable for the loss to the estate or Trust occasioned by its acts of good faith, nor for honest errors of judgment.

(p) To lend funds to any beneficiary from the estate or Trust or from the Trustees' own funds upon such terms and conditions and rate of interest as they may agree.

(q) To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustees, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as it shall deem best.

(r) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary, capacity.

(s) To permit any beneficiary or beneficiaries to occupy rent free any residence constituting part of the assets of a Trust for such beneficiary or beneficiaries and to pay the real estate taxes thereon, expenses of maintaining said residence in suitable repair and condition and hazard insurance premiums on said residence.

(t) In general, to exercise all powers in the management of my estate and the Trust estate which any individual could exercise in his own right, upon such terms and conditions as it may deem necessary or proper to carry out the purposes of this Trust.

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
 2. Property located at Lot 149 and 149A Eagles Harbor bearing GREENWOOD County Tax Map Number 6950-364-873 and 6950-342-768 transferred by Stanley A. Hart, Trustee and Mary C. Hart, Successor Trustee of the Declaration of Trust of Stanley A. Hart, dated August 2, 2001 to Joyce Hughston and on 1/13/06.
 3. Check one of the following: The Deed is:
 - (a) x Subject to the Deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ Subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ Exempt from the deed recording fee because (See information section of affidavit):
(If Exempt, please skip items 4-7 and go to item 8 of this affidavit)
 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit).
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of 159,720.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
 5. Check Yes _____ or No x to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is _____.
- The deed recording fee is computed as follows:
- | | | |
|-----|--|-------------------|
| (a) | Place the amount listed in item 4 above here: | 159,720.00 |
| (b) | Place the amount listed in item 5 above here:
(if no amount is listed, place zero here) | _____ |
| (c) | Subtract Line 6(b) from Line 6(a) and place result here | <u>159,720.00</u> |
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ _____
 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as _____
 9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Stanley A Hart

Responsible Person Connected with the Transaction

STANLEY A HART

Print or Type Name Here

Sworn to before me this 13
day of January 2006

Notary Public for _____

My Commission Expires: 11-1-10



DARLA J. ROCK
Notary Public
In and for the State of Ohio
My Commission Expires
Nov. 1, 2010

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, the other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are Deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A 'family partnership' is a partnership whose partners are all members of the same family. A 'family trust' is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. 'Family' means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A 'charitable entity' means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for the corrective or quitclaim deed;